

10204 Settlement Notices in CC Cases: Every notice in a CC case addresses prohibited conduct, described in Section 8(b)(4)(i) or (ii) or both, and a prohibited object, described in subsections (A), (B) or (C). In cases involving more than one type of conduct, such as a case alleging violations of Section 8(b)(4)(i) and (ii) (B), a notice should contain one provision covering (i) conduct for the (B) object and a separate provision covering (ii) conduct for the (B) object. For this reason, the following language is divided into suggested "conduct" language and suggested "object" language. However, as in cases involving other sections of the Act, the Region must consider all surrounding circumstances in determining the appropriate language. For instance, repeat conduct may require the use of broader language.

"Conduct" Language:

[for (i) conduct]

WE WILL NOT [specify unlawful conduct in this case, e.g., strike, picket, etc.]
[Construction project name or Employer name(s)], or otherwise cause or attempt to cause any person's employees to strike or refuse to perform any work [insert appropriate object listed below]

[for (ii) conduct]

WE WILL NOT [specify unlawful conduct in this case, e.g., threaten to strike, picket, etc.] **[Construction project name or Employer name(s)] or otherwise threaten, coerce or restrain [Employer name(s)] or any other person**
[insert appropriate object listed below]

"Object" Language:

- 8(b)(4)(A) (Conduct compelling Union membership)

in order to force [Employer name(s)] to join our Union or any other union.

- 8(b)(4)(A) (Conduct compelling membership In Employer Organization)

in order to force or require [Employer name(s)] to join [Employer Organization] or any other employer organization.

- 8(b)(4)(A) (Conduct seeking 8(e) agreement)

in order to force [Employer name(s)] to enter into, or give effect to,
[identify the clause at issue, e.g, by section, title, date or other recognizable

identifier] or any other agreement that is prohibited by Section 8(e) of the National Labor Relations Act. Section 8(e) prohibits employers and unions from entering into agreements requiring the employer to stop doing business with another person or stop handling the products of another employer.

- 8(b)(4)(B) (Secondary conduct with cease doing business objective)

in order to force [Secondary Employer name(s)] to stop doing business with [Primary Employer name(s)] or any other person.

- 8(b)(4)(B) (Secondary conduct with recognitional objective)

in order to force [Primary Employer name(s)] to recognize or bargain with [Union name] which has not been certified by the National Labor Relations Board as the employees' representative.

- 8(b)(4)(C) (Primary conduct - recognitional objective - another union certified)

in order to force [Employer name(s)] to recognize or bargain with [Union name] instead of [name of certified Union] which has been certified by the National Labor Relations Board as the employees' representative.

10220.1 Settlement Notices in CD Cases: The following language is suggested to assist in drafting proposed notices in 8(b)(4)(D) cases. However, as in cases involving other sections of the Act, the Region must consider all surrounding circumstances in determining the appropriate language. For instance, repeat conduct may require the use of broader language.

8(b)(4)(i)(D)

WE WILL NOT [specify unlawful conduct in this case, e.g., strike, picket, etc.] [Construction project or Employer name(s)], **or otherwise cause or attempt to cause employees to strike or refuse to perform any work, in order to force** [Employer name(s)] **to assign** [describe work in dispute] **to employees who are members of, or represented by,** [insert name of Charged Union] **rather than to employees represented by** [insert name of Assigned Union] [or who are unrepresented].

8(b)(4)(ii)(D)

WE WILL NOT [specify unlawful conduct in this case, e.g., threaten to strike, picket, etc] [Construction project or Employer name(s)] **or otherwise threaten, coerce or restrain** [Employer name(s)] **or any other person in order to force** [Employer name(s)] **to assign** [describe work in dispute] **to employees who are members of, or represented by,** [insert name of Charged Union] **rather than to employees represented by** [insert name of Assigned Union] [or who are unrepresented].

10224.1 Notices in 8(e) Cases: Although Section 8(e) prohibits parties from “enter(ing) into” a prohibited contract or agreement, the language in the proposed notice for settlements involving Section 8(e) provides, in addition, that the charged employer and/or union will not “maintain, give effect to or enforce” the 8(e) contract or agreement. Such remedial language is necessary to give meaning and effect to Congressional intent to interdict “hot cargo” agreements.

The following language is suggested to assist in drafting proposed notices in Section 8(e) cases:
[Hot Cargo]

8(e) language

WE WILL NOT maintain, give effect to, or enforce our agreement
[identify the clause at issue, e.g, by section, title, date or other recognizable identifier]
with [name of union or employer], or any other agreement, which
requires [us or name of employer] to stop doing business with any
other person.